

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **JG4159**Due Date: **07/13/04 at 3:00 P.M.**

Date Sent: June 17, 2004

Agency Contract

Goods and services to be
 purchased:

REAL CHOICE WEB PAGE APPLICATION FOR THE DEPARTMENT OF HUMAN SERVICES**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: JG4159

Due Date: 07/13/04

Vendor Name:

REAL CHOICE WEB PAGE APPLICATION PER ATTACHED SPECIFICATIONS.

WITH TECHNICAL QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT GENE RIGGS AT 801-538-9858.

WITH PURCHASING QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT JARED GARDNER AT 801-538-3342.

REFERENCE RX: 200 41000000020; COMMODITY CODE(S): 91829000000

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile**

transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c)

Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL

Real Choice Web Page **Solicitation # JG4159**

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose for this request for proposal is to enter into a contract with a qualified firm to provide a statewide Long-Term Care (LTC) web based application. This application will enable a consumer, family member, advocate or provider to walk through a series of questions. Based on the responses to the questions the application will supply what a person may be eligible for, what LTC services may be available to them, definitions of LTC services and how to access those services. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

FUNDING PARAMETERS

The Department of Human Services, Executive Directors Office in partnership with Utah's Real Choice Grant has budgeted between \$90,000 to \$145,000 for this project.

ISSUING OFFICE AND RFP REFERENCE

The State of Utah, Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Department of Human Service, Office of Technology. The reference number for the transaction is Solicitation #JG4159. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and 5 identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. The closing date will be July 13, 2004 @ 3:00 PM MST. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of not exceeding 1 year.

The Contract may not be extended beyond the original period.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at: <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Gene Riggs via email at griggs@utah.gov or via fax at: (801) 538-3916. Questions are due by 5:00 p.m. on June 29th. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website. The addendum will be posted on or before July 7th.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

The State reserves the right to request oral presentations if necessary.

PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

AWARD NOTICE

All offerors will be notified of intended contract award by mail and by e-mail if they have given an e-mail address as part of their response to the RFP. It is anticipated that notifications will be send out after July 20, 2004.

ACCEPTANCE CLAUSE

The committee has the option to overlook minor discrepancies or to contact the offerors to clarify any points within the RFP response. The offerors response to the requests for clarifications or corrections will be made in writing and will not alter the offeror's price contained in the price proposal.

Such waiver will not modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

DETAILED SCOPE OF WORK

A. SCOPE OF WORK

1. TIME LINE

- a. The proposed application must be completed and deployed to the acceptance test environment no later than October 15, 2004, and must have passed user acceptance testing and have been deployed to the production environment by January 15, 2005.

2. KNOWLEDGE TRANSFER

- a. As the completed application will be owned, maintained, and enhanced by the State, previous to delivery of the finished product the offeror will help ensure that the State employees are familiar with the design, structure and working process of the proposed system. To ensure this, the following will take place:
- b. A complete design walkthrough of the system will be held for the State.
- c. A complete walkthrough for the agency personnel on the adding/modifying of data to tables. A complete walkthrough of the source code and software setup for the technical personnel.
- d. Weekly status reports will be made to the state. The state developers will have the opportunity to ask questions and provide input to the Offeror based on these reports.
- e. Complete set of documentation will be delivered with the code. This documentation will consist of one printed copy and one soft copy. The soft copy will be in a format acceptable to the state. Possible formats could include MS Word 97 format for Rich Text format.
- f. A question and answer session between the developers and the State (both technical support and agency personnel) will be held after the systems documentation has been delivered, but prior to the completion of user acceptance testing.

- g. 10% of the contracted amount will be held until the knowledge transfer process has been completed.

3. WHAT THE SYSTEM IS TO DO

- a. The system is to provide five basic options for the users with the look and feel of that of UtahChildren.org web-site. The five services are:
- b. The first menu option will be delivered in 1 of 2 ways:
 - i. A decision making tool that the State has acquired from third party will be integrated into the web page. The tool is a stand-alone program that will require some input from the user and will return a choice of long term care options based on the users needs. XML data strings will be used to pass data between the stand-alone program and the web page.

The contractor will create a web page with questions acquired from the third party. The question or key words within the question may have links to other information to will help the user understand the question. After the questions have been answered the scores will then be passed to the third party application by a XML data string to be processed. The application will then pass back the results by a XML data string to a page to display the best long term options. On this page, key words will be linked to more information. All linked words and phrases will be highlighted/underlined.

Or

- ii. The contractor will create a web page, ask questions of the user and inform them of the long-term care option that best fits their needs based on how the questions were answered. The questions and weighted scores for the answer have been acquired by the State from a study that a third party has completed. Key words and phrases will be highlighted/underlined as they are in the first option of this menu item.
- c. The second menu option will show a page with a questionnaire the user will fill out. Appendix A shows the different questions that the user will need to answer. Based on how the questions were answered, a second page will show the different long term resource information a user may be eligible for. Along with the long term resource information, a links to a related website might be included. The agency will have the ability to modify the question and the links to related websites.
- d. The third menu option will show a glossary of Long Term Care terms. The users will have the ability to click on a term and view a page that describes the term and related terms. The agency will have the ability to modify/add terms, their definitions and related term to the glossary.
- e. The fourth menu option will show website links and a short description of the website that have related information on long term resource information. The agency will have the ability to modify/add to the list of websites.

- f. The fifth menu option will be a “How to use this Web Page”. It will show a page that will describe what each of the other options will do and provide for the user.

4. DEVELOPMENT STANDARDS

- a. The proposed application must:
 - i. Be developed in Java, using the 1.3 Java SDK or a more recent version.
 - ii. Use Sybase Adaptive Server Enterprise 12.0 as its database.
 - iii. Be fully J2EE compliant.
 - iv. Be fully documented using the UML standard.

5. DOCUMENTATION

- a. As part of the delivered system, the following documentation will be delivered.
 - i. Use Case Diagrams.
 - ii. Complete Use Cases.
 - iii. Sequence, and Collaboration Diagrams for each case, and
 - iv. An architectural overview of the entire system.
- b. The above documentation will be developed using the UML2 specifications.
- c. All classes delivered will use Javadoc comments to internally document each class and method.
- d. All code will be developed using the Departments naming standards.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

The State will assume that we can contact the reference by phone.

The Contractor must provide the following:

Three business references that can be contacted about your qualifications. Include a contact name and phone number.

Three examples of similar projects that the contractor completed or participated in.

Qualifications of the individuals that will be working on the project and their roles.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State(s) Request for Proposal form completed and signed.

2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- A. A complete narrative of the offeror's assessment of the work to be performed, the offeror(s) ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.
- The offeror must attach the provided cost proposal sheet. The cost proposal requires a firm fixed blended hourly rate, with in the funding parameters, on the work and timeline outlined in the RFP. The proposal should be all-inclusive, containing salaries based on credentials, fringe benefits, administrative and indirect costs, travel, documentation, equipment and any other ancillary services related to accomplishing the outlined tasks.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost
30 %	Demonstrated ability to meet the scope of work
15 %	Demonstrated technical capability (proven track record), etc.
15 %	Qualification and expertise of staff proposed for this project.
10 %	Performance references for similar projects.

COST PROPOSAL

Cost is to be submitted based on the following:

(Any deviation from this format may result in disqualification of proposal)

Blended Hourly Rate: \$_____/hr.

Number of Hours Dedicated to Account: _____/hrs.

Number of hours x Blended Hourly Rate = \$_____/total amount

Additional Costs \$_____

TITLE OF PROJECT AND SOLICITATION # RFP EVALUATION SCORESHEET

Firm Name: _____.

Evaluator: _____.

Date: _____.

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Proposed Method to meet scope of work (30 points possible)		----	----	----
Ability to accomplish scope of work in the identified timeline	5 points possible		X 2	
Method of transferring knowledge and providing status reports to the State at each phase of the project	5 points possible		X 1	
Ability to meet the development standards identified in the Scope of Work	5 points possible		X1	
Ability to create a system as described in the scope of work	5 points possible		X 2	
2. Demonstrated Technical Capability (15 points possible)		----	----	----
JAVA programming	5 points possible		X 1	
Use of JAVA with Sybase tables	5 points possible		X 1	
Documentation standards	5 points possible		X 1	
3. Qualification and Expertise of Staff (15 points possible)		----	----	----
Education and Experience	5 points possible		X 2	
Participation on similar projects	5 points possible		X 1	
4. References (10 points possible)	10 points possible		X1	
5. Cost (30 points possible)	30 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror who's Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Appendix A

1. How old are you?
2. Are you a US citizen?
3. Are you a Utah resident?
4. What is your household's total yearly income?
M = Medicaid
P = 125% of Poverty
M = under \$8,976 1 person/under \$12,120 2 people
P = under \$11,225 1 person/under \$15,150 2 people
5. Please put a check mark next to all the apply:
Current diagnosis that involves treatment for mental illness.
Current diagnosis of mental retardation.
Development disability.
A documented acquired brain injury after the age of 18.
Documented physical disability resulting in a functional loss of limbs after the age of 18.
Do you have any other disability _____?
6. Are you capable of supervising someone whom assists with your care and overseeing your own financial matters?
___ Yes
___ No
If no, is there someone who can do it for you ___Yes ___No
7. What level of assistance do you need with daily living tasks? For example, bathing, dressing, walking, and grooming.
 - a. no help
 - b. needs some help consistently
 - c. needs great deal of help or is dependent
8. What level of assistance do you need with other daily living tasks? For example, house cleaning, talking meds or transportation?
 - a. no help
 - b. needs some help
 - c. needs great deal o help or is dependent
9. Do you have medical diagnosis or medical problems that require intervention or monitoring?
___ Yes
___ No
If so, how often? _____
10. Do you have a medical condition that impairs your memory or decision-making ability
___ Yes
___ No
11. Where are you currently residing? Please check which applies.
___ Home
___ Nursing-Home
___ Assisted Living

☐ With Family

☐ Other

12. Do you feel like you have or are being abused, neglected or exploited in any way?

☐ Yes

☐ No